

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

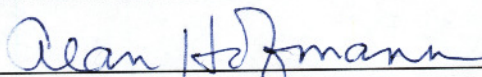
COMMODITY: CONTRACT – SERVICES – INDOOR AIR QUALITY TESTING

CONTRACT NO.: 8001862

NIGP: 926-1500

CONTRACTOR: RPF ENVIRONMENTAL, INC. VENDOR # 157006
320 FIRST NEW HAMPSHIRE TURNPIKE
NORTHWOOD NH 03261

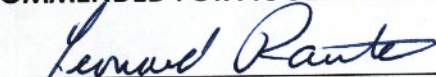
SUBMITTED FOR ACCEPTANCE BY:



Alan Hofmann, Purchasing Manager
Bureau of Purchase and Property

DATE 8/26/15

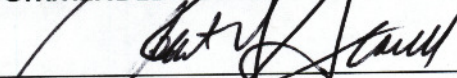
RECOMMENDED FOR ACCEPTANCE BY:



Leonard Rautio, Administrator
Bureau of Purchase and Property

DATE 8/26/15

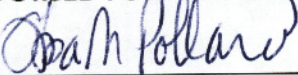
RECOMMENDED FOR ACCEPTANCE BY:



Robert Stowell, Administrator
Bureau of Purchase and Property

DATE 8/26/15

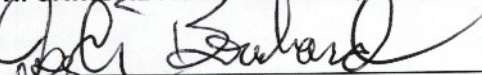
ENDORSED FOR ACCEPTANCE BY:



Lisa M. Pollard, Director
Division of Procurement & Support Services

DATE 9-2-15

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



Vicki Quiram, Commissioner
Department of Administrative Services

DATE 9/3/15

NOTE: Please note the attached price comparison from the previous contract.

CO-OPERATION
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NORTH GOD

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STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 7/30/15

Company Name: RPF Environmental Inc.

Address:

320 First NH Turnpike

Northwood, NH 03261

To: Point of Contact: Alan Hofmann

Telephone: (603)-271-2550

Email: prchweb@nh.gov

RE: Bid Invitation Name: **CONTRACT - SERVICES - INDOOR AIR QUALITY**

RE-BID SUPERSEDES BID 1726-15

Bid Number: **1789-16**

Bid Opening Date and Time: **8/13/15 @ 11:00 AM**

[Insert name of signor] Roger Francoeur on behalf of RPF Environmental Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #1789-16 for **CONTRACT - SERVICES - INDOOR AIR QUALITY** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature

Roger Francoeur

Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: NH

ZIP: 03261

On the 13 day of August, 2015, personally appeared before me, the above named Roger Francoeur in his/her capacity as authorized representative of RPF Environmental Inc. known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

9/17/18

(Date)

Form P37-A

**REQUEST FOR BID FOR A CONTRACT(S) TO PROVIDE SERVICES FOR THE STATE OF NEW HAMPSHIRE
FOR INDOOR AIR QUALITY TESTING**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for Indoor Air Quality Testing to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to PRCHWEB@NH.GOV. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

| | |
|-----------|---|
| 7/30/2015 | Distribute Bid Solicitation |
| 8/5/2015 | Last day for questions, clarifications, and/or requested changes to bid |
| 8/13/2015 | 11:00 (EST) AM Bid Opening |
| 8/14/2015 | Estimated Notification(s) to Award to apparent low bidder/s |

CONTRACT TERM:

The vendor's signature on a bid submitted in response to this request guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award, through **August 31, 2018** a period of approximately three (3) years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of Administrative Services. The maximum term of the contract (including all extensions) shall not exceed five (5) years.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor(s) in the preparation of their bid or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Alan Hofmann, Purchasing Manager, Bureau of Purchase and Property, at alan.hofmann@nh.gov. All requests, questions, and clarifications shall be submitted no later than the close of business on August 5, 2015.

The Vendor shall include complete contact information including the Vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT:

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signor
Section 1.13 Acknowledgement
Section 1.13.1 Signature of Notary Public or Justice of the Peace
Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges, delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total by each county. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

Additional awards may be issued to Vendors whose geographical location provides a local source for agencies that have limited accessibility to other sources of service.

Vendor may bid on one or more **locations** as listed within the offer section

VENDORS MUST SUBMIT PRICING ON ALL ITEMS LISTED IN EACH COUNTY OFFER SECTION - PARTIAL BIDS WILL NOT BE ACCEPTED.

IF AN ITEM IS NO CHARGE TO THE STATE OF NEW HAMPSHIRE, THE VENDOR SHALL ENTER \$0.00 IN THE OFFER.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

SCOPE OF SERVICES:

This document defines specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of industrial hygiene services for air and wipe, tape and drill testing as needed. The State of New Hampshire is requesting bids to establish an agreement for industrial hygiene services for all their buildings (leased/owned) and locations throughout the state.

The vendor will work on an on-call basis with the State and will be available to provide work schedules to the State within three (3) business days of the request and to conduct indoor air quality testing within five (5) business days of the request.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contract(s)ing Officer.

The State may require a ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

The Vendor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

DESCRIPTION OF WORK

The State of New Hampshire is requesting bids from qualified industrial hygiene firms to establish an agreement for indoor air quality (IAQ) evaluation services throughout the state.

SCOPE OF WORK

A. The Vendor shall provide IAQ evaluation services for all buildings and/or job sites as needed.

- B. All sampling protocols will be performed in accordance with AIHA, NIOSH, OSHA, NH Department of Labor and any other industry guidelines.
- C. Various tasks will include all aspects of IAQ evaluations state wide. A certified industrial hygienist (CIH) employed directly by the IH firm must be on staff to address concerns and issues.
- D. Scheduled jobs will require an estimated quotation prior to work assignment, including a list of contaminants to be tested. The State of New Hampshire reserves the right to obtain a quotation from another industrial hygiene firm in the event that the vendor's quotation appears excessive.
- E. Once a job is scheduled, The State of New Hampshire reserves the right to retain the services of another Industrial Hygiene firm if the Contractor is unable or unwilling to complete the job as scheduled.
- F. Emergency work will be required with little or no notice. The Vendor must provide the State of New Hampshire or the states project manager with an emergency contact telephone number. Response to emergency calls shall be within two hours of notification, twenty-four (24) hours a day, seven (7) days a week. If no response is received, the State of New Hampshire reserves the right to contact another industrial hygiene firm.
- G. The Contractor must not sub-contract any tasks without the prior written permission of The State of New Hampshire or the states project manager
- H. All work areas such as ceilings, walls, floors, etc. will be returned to a condition suitable for the states project manager.
- I. The State of New Hampshire reserves the right to schedule IAQ work to be completed by its own qualified employees if possible.
- J. The work will be done in a timely and professional manner.

REPORTING

- A. **INTRODUCTION:**
Narrative of the scope of work with description of the services that were conducted. Including a table of what was tested by location.
- B. **METHODOLOGY:**
Description on how sampling was conducted. Copy of CIH, radon and other professional certifications.
- C. **PROJECT OVERVIEW:**
Brief narrative of chronological issues.
- D. **ANALYTICAL RESULTS:**
Results of air sampling on laboratory letterhead with authorized signature including chain of custody.
- E. **FIELD SHEETS:**
Completed field data sheets.
- F. **CONCLUSION SUMMARY:**
Recommendations for resolving issue.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Vendor shall at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public

EXHIBIT B **Contract Price, Payment Terms and Invoicing**

The Contractor agrees to provide NH State Agencies with the services indicated in the Exhibit A of this agreement at the prices quoted in the Request for Proposal and shown below.

1.0 INVOICE

- A. Date work was done.
- B. Brief description of work done.
- C. Hourly rate charged.
- D. Unit rates for testing equipment.
- E. Unit rate for laboratory analysis, and
- D. Location of Work

Itemized invoices shall be submitted in duplicate after the delivery of job/services to the individual agency that work was performed. Each agency will make payment through the normal state payment process, which is up to 30 days following the receipt of an approved invoice.

SCHEDULE OF RATES:

PERSONNEL

Please note that after hours and weekends/holidays may be required.

All labor rates will start when personnel arrives at the work site

All labor rates will stop when personnel leaves the work site

All labor rates will include all instruments, tools, materials, etc.

The personnel shall be required to bring the proper and basic tools applicable when first arriving at the work site

The personnel shall obtain any supplies needed to complete the job at the most expeditious and cost effective manner

COOS COUNTY:

PART 1

MOBILIZATION - DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

COOS COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

GRAFTON COUNTY:

PART 1

MOBILIZATION - DEMOBILIZATION RATE \$ 200.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 425.00

GRAFTON COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,915.00

CARROLL COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 200.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 425.00

CARROLL COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,915.00

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SULLIVAN COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 200.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 425.00

SULLIVAN COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,915.00

MERRIMACK COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

MERRIMACK COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

=====

BELKNAP COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

BELKNAP COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

STRAFFORD COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

STRAFFORD COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

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CHESHIRE COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

CHESHIRE COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

HILLSBOROUGH COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

HILLSBOROUGH COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

ROCKINGHAM COUNTY:

PART 1

MOBILIZATION – DEMOBILIZATION RATE \$ 80.00

HOURLY RATES FOR PERSONNEL

EH&S Specialist: \$ 65.00

Certified Industrial Hygienist (ABIH) \$ 90.00

Qualified Thermographer \$ 70.00

One who has successfully completed a manufacturers' recommended training course for the equipment being used.

TOTAL PART 1 \$ 305.00

ROCKINGHAM COUNTY TOTAL FOR PARTS 1, 2 AND 3 \$ 1,795.00

PART 2 – ALL COUNTIES

MINIMUM REQUIRED INSTRUMENTS TO PERFORM SERVICES

All instruments must be calibrated before testing

Multi-Gas Meter (CO/CO₂/RH/Temp)
Thermal Imaging Camera
Type II Integrating Sound Level Meter
(in narrative format)
Portable Photo-Ionization Detector
H₂S monitor
Portable Ultrafine Particulate Analyzer
Air Velocity – Flow Meter
Portable Formaldehyde Meter

Laboratory Analysis for Constituent Sampled

(AIHA PAT participation by Laboratory is required as minimum)

| | |
|---|----------|
| Air-O-Cell Fungal Spore Analysis (7-10 day TA) | \$ 35.00 |
| Air-O-Cell Fungal Spore Analysis (rush 48 hour TA) | \$ 50.00 |
| Air-O-Cell Fungal Spore Analysis (rush 24 hour TA) | \$ 65.00 |
| Direct read determinations of surface swab or tape lift For fungal spores and hyphael fragments (7-10 day TA) | \$ 35.00 |
| Direct read determinations of surface swab or tape lift For fungal spores and hyphael fragments (Rush <48 Hr TA) | \$ 35.00 |
| Viable Fungi Analysis Single Plate (10-14 day TA) | \$ 25.00 |
| Viable Bacteria Analysis Single Plate (10-14 day TA) | \$ 25.00 |
| Formaldehyde in Air Analysis (7-10 day TA) | \$ 25.00 |
| Formaldehyde in Air Analysis (rush 48 hour TA) | \$ 25.00 |
| VOC Screen GCMS EPA TO-15 Method (10-14 day TA) | \$ 45.00 |
| VOC Screen GCMS EPA TO-15 Method (rush 48 Hr TA) | \$ 45.00 |
| Optical Particle Identification including physical testing with Polarized Light Microscopy (PLM) to identify particles visible by the naked eye. Vacuum or wipe sample | \$ 25.00 |
| Dust Characterization Bulk Dust (Animal Hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, anthropod fragment, feathers, cellulose fibers, plant matter and miscellaneous, cockroach.) | \$ 35.00 |
| Allergen Screen Bulk Dust (Dust Mite {Der p 1 & Der f 1}, Cat{Fel d1}, Dog{Can f 1}, and {Bla g 1}.) | \$ 35.00 |
| Mouse or Rat Allergen Bulk Dust | \$ 35.00 |

TOTAL PART 2 \$ 540.00

PART 3 - ALL COUNTIES
NH RSA 10-B - ENV - A 2200 Clean Air in State Building Testing Survey

Provide lump sum cost for IAQ evaluation services for a new office building located in the State of NH. Including all service listed below. DO NOT ADD MOBILIZATION AND DEMOBILIZATION TO PRICE
Vendor will be allowed one (1) mobilization and demobilization as noted above.

- a. Type II Integrating sound level meter with octave band analyzer(in narrative format) determinations at 10 locations;
Spot readings with a Direct Read Instrument
- b. Asbestos (use pump with cassette) via NIOSH 7400 at three locations and analytical field blank;
- c. Formaldehyde, Pump with Impinger Method, 1% Sodium Bisulfate Solution, NIOSH 3500 Method or equivalent at three locations and analytical field blank;
- d. Carbon dioxide and carbon monoxide determinations using TSI Q-Trac (datalogging)
Device or equivalent. Recordable at 15 minute intervals at ten locations,
One (1) TSI Q-Trac or equivalent for a 9 hour period;
- e. Radon Canister over a 48-hour period determinations at three locations and analytical field blank.
- f. Review of balancing report (provided by building owner) to determine fresh air introduction rates;
and
- g. Final report with CIH review and certification (to include 2 copies, pictures graphs etc.)

| | |
|---------------------------------------|-----------|
| 1,000 to 11,999 square foot building | \$ 400.00 |
| 12,000 to 24,000 square foot building | \$ 550.00 |

TOTAL PART 3 \$ 950.00

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

| | | |
|-------------------------------|-------------------------|----------------------------|
| <u>Roger Francoeur</u> | <u>603-942-5432</u> | <u>1-888-723-3247</u> |
| Contact Person | Telephone Number | Toll Free Telephone Number |
| <u>603-942-5300</u> | <u>rogerf@airpf.com</u> | <u>www.airpf.com</u> |
| Fax Number | E-mail Address | Company Website |
| <u>RPF Environmental Inc.</u> | <u>55-618-6831</u> | |
| Vendor Company Name | DUNS # | |

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

Subject:

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

| | | | |
|--|--------------------|---|----------------------|
| 1.1 State Agency Name | | 1.2 State Agency Address | |
| 1.3 Contractor Name | | 1.4 Contractor Address | |
| 1.5 Contractor Phone Number | 1.6 Account Number | 1.7 Completion Date | 1.8 Price Limitation |
| 1.9 Contracting Officer for State Agency | | 1.10 State Agency Telephone Number | |
| 1.11 Contractor Signature | | 1.12 Name and Title of Contractor Signatory | |
| 1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace | | | |
| 1.14 State Agency Signature Date: _____ | | 1.15 Name and Title of State Agency Signatory | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the

Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor

and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

